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**Attorney for Plaintiff**  
**BRUCE THOMAS VEST III**

**UNITED STATES DISTRICT COURT**  
**NORTHERN DISTRICT OF CALIFORNIA**

**SAN JOSE DIVISION**

BRUCE THOMAS VEST III, an individual,  
Plaintiff,

v.

SYMMETRIC LABS, INC., a Delaware  
corporation, and ALEXANDER GREEN, an  
individual.

Defendants.

Case No.: C19-7446-EJD

**NOTICE OF CONDITIONAL  
SETTLEMENT AND  
JOINT STIPULATION  
AND ~~[PROPOSED]~~ ORDER  
VACATING ALL DEADLINES**

**Judge:** Hon. Edward J. Davila  
**Courtroom:** 4 (Fifth Floor) (telephonic)  
**Date:** [None Set]  
**Time:** [None Set]  
**Trial Date:** [None Set]

1                   **NOTICE OF CONDITIONAL SETTLEMENT & JOINT STIPULATION**

2           TO THE COURT, ALL PARTIES, AND COUNSEL OF RECORD: the Parties have  
3 agreed to settlement of the above-captioned matter, subject to the completion of terms and  
4 conditions specified in their written Settlement Agreement entered into as of July 21, 2021 (the  
5 "Settlement Agreement") and as confirmed during the Parties' Settlement Conference before  
6 Magistrate Judge Susan van Keulen on July 28, 2021, as reflected in the entry of Civil Minutes of  
7 July 28, 2021 (ECF 89). The Settlement Agreement calls for the Parties to undertake, or cause  
8 third parties to undertake, the specific outstanding tasks as described in **Exhibit A**.

9           Pursuant to the terms of the Settlement Agreement and as additionally further agreed upon  
10 by the Parties, Plaintiff Vest will request dismissal of this entire Action upon completion of the  
11 tasks as set forth in Exhibit A hereto by the Parties, which tasks are either presently underway or  
12 are anticipated by the Parties will be undertaken, respectively, promptly and with their mutual  
13 good faith efforts, and that completion thereof will occur on or before **September 30, 2021**, or a  
14 reasonable time period shortly thereafter.

15           In light of this conditional settlement, and pursuant to Rule IV.F.1 ("Notice of Settlement")  
16 of this Court's Standing Order for Civil Cases, the Parties, by and through their respective counsel  
17 or *in pro se*, as applicable, stipulate and agree as follows:

18           WHEREAS, the Parties have agreed to settle the matter in accordance with the terms set  
19 forth in their Settlement Agreement, subject to completion of the terms and conditions set forth in  
20 Exhibit A attached hereto;

21           WHEREAS, the Parties expect such terms and conditions of settlement to be completed on  
22 or before September 30, 2021 (or reasonable time period shortly thereafter);

23           WHEREAS, pursuant to the deadline set by the Court in the Court Clerk's Notice of  
24 Electronic Filing (ECF 90), the Parties have filed this Notice of Conditional Settlement;

25           WHEREAS, the Parties stipulate and respectfully request that the Court vacate all  
26 deadlines governing this case, with the understanding that Plaintiff Vest will file a request for the  
27 dismissal of the Action following completion of the outstanding tasks contemplated by their  
28 Settlement Agreement; and


1 WHEREAS, that in the unlikely and unanticipated event that such tasks are not completed  
2 within the time agreed by the Parties (i.e., on or before Sept. 30, 2021, or a reasonable time shortly  
3 thereafter), Plaintiff Vest will request the Court to set a further case management conference to set  
4 new case management deadlines.

5  
6 NOW THEREFORE, the Parties stipulate and respectfully request that the Court vacate all  
7 Deadlines governing this case.

8 Respectfully submitted,

9  
10 Dated: August 12, 2021

LAW OFFICES OF NANCY L. MCCULLOUGH

11   
12 Nancy L. McCullough  
Attorney for Plaintiff Bruce Thomas Vest

13 Dated: August 12, 2021

SYMMETRIC LABS, INC.

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16 Defendant in Pro Se

17 Dated: August 12, 2021

ALEXANDER GREEN

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20 Defendant in Pro Se  
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**~~[PROPOSED]~~ ORDER**

The parties, having filed a Notice of Settlement on August 12, 2021 (See Docket Item No. 91), are ordered to appear before the Honorable Edward J. Davila on October 21, 2021 at 10:00 AM in Courtroom No. 4, 5th Floor, United States District Court, 280 South First Street, San Jose, California, 95113, to show cause why the case should not be dismissed pursuant to Federal Rule of Civil Procedure 41(b). On or before October 12, 2021, the parties shall file a joint statement in response to the Order to Show Cause setting forth the status of settlement efforts as well as the amount of additional time necessary to finalize and file a dismissal.


The Order to Show Cause shall be automatically vacated and the parties relieved of the obligation to file a joint statement if a stipulated dismissal pursuant to Federal Rule of Civil Procedure 41(a) is filed on or before October 12, 2021.

All other pretrial deadlines and hearing dates are VACATED and any pending motions are TERMINATED.

Failure to comply with any part of this Order will be deemed sufficient grounds to dismiss the action.

**IT IS SO ORDERED**

DATED: August 13, 2021

  
\_\_\_\_\_  
Honorable Edward J. Davila  
United States District Judge

**CERTIFICATE OF SERVICE**

I HEREBY CERTIFY that on this 12th day of August, 2021, a true and correct copy of the foregoing was filed with the Clerk of the Court using the CM/ECF system and served on all of those parties receiving notification through the CM/ECF system.

A handwritten signature in black ink, appearing to read "Nancy L. McCullough", is written over a horizontal line.

Nancy L. McCullough

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# **EXHIBIT A**

**List of Outstanding Tasks To Be Undertaken**  
**in connection with**  
**July 21, 2021 Settlement Agreement**

**Bruce Thomas Vest III v. Symmetric Labs, Alexander Green**  
**List of Outstanding Tasks To Be Undertaken in connection with**  
**July 21, 2021 Settlement Agreement ("Settlement Agreement")**

1. **Notice of Settlement; Case Dismissal:** Vest counsel to cause to be filed Notice of Conditional Settlement and Joint Stipulation on August 12, 2021, setting forth the parties' respective tasks needed, as detailed below, prior to final settlement as executed by or on behalf of all parties, with a goal of completion on or about September 30, 2021, and subsequently a request for dismissal of litigation, once such tasks are concluded. Parties to comply with Court's further orders, including preparation of a further Joint Case Management Conference, should the foregoing not occur for any reason.
2. **Notice of Release of Lien; Assignment:** Vest to cause SinotechUS, Inc. ("Sinotech") to execute a written release, in favor of Green/Symmetric Labs, of the debt of \$273,842 and for Sinotech to either:
  - a. assign to and transport to Green's designated facility in China certain parts and materials enumerated in the Settlement Agreement; or alternatively
  - b. to draft a waiver transferring ownership and legal responsibility (e.g., including any storage fees necessary) of such materials where presently housed from Sinotech to Green and/or Symmetric Labs).
3. **Confirmation by Green of New Molding Facility in China:** Green to provide address of facility in China for delivery of Symmetry parts, as per point #2 above, by September 13, 2021 or sooner to allow Sinotech time to complete delivery by Sept. 30, 2021, if option 2(a) selected.
4. **Automapping Patent:** Green to cause Symmetric Labs patent agent to add Vest as inventor to patent by USPTO document filing by Symmetry patent agent and Vest to execute any documents necessary in this connection, by Sept. 30, 2021, or sooner; or the Parties shall discuss and agree in good faith the alternative undertaking said filing (including the costs of reasonable filing fees).
5. **Equity:** Green to provide equity allocation agreement and grant of shares documentation in favor of Vest, and cause such shares to be issued, in accordance with the provisions of page 1 of the Settlement Agreement by on or before Sept. 30, 2021.
6. **Wearable Technology:** Green to provide access to Vest to use Nebula software, through GitHub or providing a copy of the software repository to Vest (by Sept. 30, 2021 or sooner).
7. **Sugar Cubes materials:** Green to provide Vest with written details (e-mail sufficient) by Sept. 30, 2021 or sooner, as follows:
  - a. Confirmation of current location of all Sugar Cubes tooling (confirmed by email from each vendor to Vest).
  - b. Signed confirmation with vendor HK Egretstar providing non-exclusive permission for Vest to use tooling and produce the Sugar Cubes components (including part names Edge, Corner Bracket, Corner Hinge, Corner Flanges, Locking Spacer).
  - c. Signed confirmation with vendor ProtoLabs providing non-exclusive permission for Vest to use tooling and produce the Sugar Cubes components (including part names Corner Cover, Edge Cap, PCBA Enclosure).
  - d. Signed confirmation with vendor Gold Phoenix providing Vest with non-exclusive permission to use tooling and produce the Sugar Cubes components (i.e., a PCBA electronics board).
  - e. Any others confirmations needed to be made to other entities or parties in order for Vest to have non-exclusive rights to use Sugar Cubes controller firmware.